

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DENNIS SONNENSCHN,

Defendant.

Case No. 03-CR-30122-MJR

ORDER OF RESTITUTION

REAGAN, District Judge:

In June 2003, Defendant Sonnenschein pled guilty to an information charging him with misprision of a felony, the felony being conspiracy to induce others to travel in interstate commerce to engage in prostitution, in violation of **18 U.S.C. § 4, § 371, and § 2422**. A written plea agreement was executed by the parties and accepted by the Court.

Sonnenschein was sentenced on October 17, 2003. As part of that sentence, and in accord with the terms of the plea agreement, Sonnenschein agreed to make restitution, including (a) paying \$1,000,000.00 in monetary restitution, and (b) surrendering title to several parcels of property in Brooklyn, Illinois.

The victims of Sonnenschein's offense were not readily identifiable. Therefore, the plea agreement provided that restitution proceeds would be distributed "to a charitable organization or organizations designated by the Court for the benefit of the greater East St. Louis, Illinois community." *See* Plea Agreement, Doc. 5, at ¶ 10(a) - ¶ 10(d); **18 U.S.C. § 3663(a)(1)(A) and § 3663(a)(3)**.

The Court gave public notice of the availability of the restitution proceeds (both money and real estate), set a deadline by which interested organizations could apply to share in the restitution proceeds, and appointed a committee, chaired by Mr. Richard J. Mark and Mr. Michael J. Nester, to review the applications and make recommendations to the Court. Over 125 applications, containing thousands of pages of supporting materials and many valid proposals by worthy organizations, were received and reviewed. The requests totaled 1.55 million dollars, far in excess of the funds available.

On October 28, 2003, the Court received the committee's recommendations as to restitution recipients. During the following six weeks, the undersigned Judge separately reviewed the applications and carefully considered the committee's recommendations.

As an initial matter, the Court explains that it deducted \$1,933.20 from the \$1,000,000.00 expected to be received in restitution. The \$1,933.20 is needed to reimburse the District Court Fund for the costs of public notification (advertisements run in local newspapers, etc.).

The total available funds for restitution thus equal \$1,000,000.00 less \$1,933.20, which is \$998,066.80. From that total, the Court will set aside (reserve at this time) \$74,250.12 (7.44% of the restitution funds) to be allocated in conjunction with award of the real estate component of restitution herein.

The monetary component of the restitution will be made to the below-listed applicants, in the amount shown. Each of the approved applicants qualifies as a tax-exempt organization, organized and operated exclusively for charitable purposes, under **26 U.S.C. § 501(c)(3)**. Because of the limited funds, not all selected/approved applicants received the full amount they requested.

Each of the approved applicants has verified that these funds will be used for secular (*i.e.*, non-religious) purposes. For instance, Catholic Charities of Southern Illinois, Inc., an organization which assists needy people (non-Catholic and Catholic alike) in 28 counties throughout Southern Illinois, has requested funds to rehabilitate a building in East St. Louis, Illinois (the Becker Building), from which the organization will offer area unemployed residents job training and transitional housing.

Furthermore, each of the approved applicants has agreed to Court oversight, which will assure that all funds awarded are being used for the purposes represented in the applications submitted to the Court and are consistent with the plea agreement. Indeed, acceptance of the funds binds the recipient (a) to use the funds as represented in the application and (b) to submit to Court monitoring to confirm compliance.

If the funds cannot be used as designated by the recipient in the application, the recipient is obligated to promptly notify the Court. The recipient then will be directed to return all funds received to date and forfeit the future receipt of funds. The funds are not assignable.

As to the time-table for the restitution payments, the Court clarifies that the entire \$1,000,000 will not be available immediately. Rather, under the terms of the plea agreement, Sonnenschein will make *installment* payments, beginning with a \$50,000 payment on or before January 15, 2004 (*i.e.*, 90 days post-sentencing). Accordingly, the Court **DIRECTS** that restitution recipients be paid a *pro rata* share, as indicated by the “Percent” column listed in this chart, with the District Court Fund reimbursed \$1933.20 out of the first installment paid.

Pursuant to the terms of the plea agreement executed by the parties, and in compliance with **18 U.S.C. § 3663**, the Court now **ORDERS** restitution to be made as follows.

Applicant Name/Purpose of Funds	Amount Awarded	Percent
Griffin Center – for after-school recreation and tutoring programs and summer day camps	\$100,000.00	10.02%
Catholic Charities of Southern Illinois – for child care, emergency services, soup kitchen/thrift shop, counseling, mentoring, and rehabilitation of the Becker Building	\$ 89,800.00	9.00%
Catholic Social Services of Southern Illinois – for the purchase, development, and implementation of software systems as described in their application	\$ 59,900.00	6.00%
New Shining Light Community Outreach, Inc. – for a program to feed at risk and economically disadvantaged youths, adults, and disabled individuals and for an after-school tutorial program in academic skills	\$ 64,855.00	6.50%
Family Center – for its family program, neighborhood outreach program, volunteer program, and East Side Heart and Home program	\$ 15,000.00	1.50%
Sister Thea Bowman Catholic School – for its tutoring program (which assists students in math and reading), for plumbing restoration, and for after-school programs (which include speech, chess, graphic arts, music, and drama)	\$ 99,800.00	10.00%
Southern Illinois Regional Wellness Center – for health care services for low income, underinsured, and uninsured area residents	\$ 64,855.00	6.50%
Vincent Gray Alternative High School – for educational staffing	\$ 25,000.00	2.50%
Cordi-Marian Sisters Catholic Day Care Center – to provide early childhood education and day care services	\$ 30,000.00	3.01%
Citizens for the Future – to rehabilitate houses in East St. Louis, Washington Park, Centreville, and Alorton, which will be made available to low income families	\$ 99,800.00	10.00%

Cosgrove's Kitchen – to offset operating expenses, including the purchase of food and supplies used in soup kitchen serving the homeless and poor in East St. Louis and surrounding communities	\$ 30,000.00	3.01%
Holy Angels Shelter – to offset general operating expenses of this transitional emergency shelter for single women, women with children, intact families, couples without children, and elderly single men	\$ 40,000.00	4.01%
St. Vincent de Paul Society – for use in their assistance programs which provide rent, utilities, food, and medication to citizens of the East St. Louis and Belleville area	\$ 30,000.00	3.01%
Young Men's Christian Assoc. of Southwest IL – for use in its Greater East St. Louis Challenge-Based Education/Therapy Program, which targets the developmental needs of behaviorally disordered “at risk” youth, primarily in East St. Louis and Brooklyn	\$ 79,806.68	8.00%
Land of Lincoln Legal Assistance Foundation, Inc. – for use in their domestic violence project	\$ 95,000.00	9.52%
Reserved for distribution/use in connection with award of real estate	\$ 74,250.12	7.44%
TOTAL (\$1,000,000.00 less \$1,933.20 Court reimbursement)	\$998,066.80	100%

The plea agreement provides that the final installment payment must be made (and thus, the entire \$1,000,000 will have been paid) “within 545 days of sentencing, or within 60 days of release from incarceration, whichever is later.” *See* Plea Agreement, Doc. 5, at p. 10. Defendant Sonnenschein should be aware that the Court can (and will not hesitate to) use its coercive contempt and criminal contempt powers to assure that payments are made as delineated in the plea agreement. The Court is confident that Sonnenschein will make all scheduled payments.

Pursuant to **18 U.S.C. § 3664(k)**, Defendant Sonnenschein shall notify the Court and

Assistant United States Attorney Stephen B. Clark if there is any material change in his economic circumstances that might affect his ability to pay the restitution as agreed and scheduled herein.

Because restitution recipients will be receiving their money in installments, as those payments are made by Defendant Sonnenschein, the Court cautions the recipients to carefully budget and spend restitution proceeds as they receive them, not before then.¹ Recipients with questions regarding this Order may call the Clerk's Office at 618/482-9371. The Court plans to announce the recipient(s) of the *real estate* component of restitution within the next four weeks.

This Order will be posted on the Court's web-site at www.ilsd.uscourts.gov. From the home page of that site, under the tab called "Reference," select "Recent Opinions" and then select "Judge Michael J. Reagan" to pull up the text of this Order.

Finally, the Court commends the fine, diligent work undertaken by the chairpersons of the restitution committee, Mr. Richard J. Mark and Mr. Michael J. Nester.

IT IS SO ORDERED.

DATED this _____ day of December, 2003.

MICHAEL J. REAGAN
United States District Judge

¹ The plea agreement (Doc. 5, ¶ 10(a)(I)) provides for the following installment payments:
(1) \$50,000 shall be paid within 90 days of sentencing;
(2) \$50,000 shall be paid within 270 days of sentencing;
(3) \$400,000 shall be paid within 365 days of sentencing or within 60 days of release from incarceration, whichever is later; and
(4) \$500,000 shall be paid within 545 days of sentencing or within 60 days of release from incarceration, whichever is later.